



# कार्पोरेशन बैंक

(भारत सरकार का उपक्रम)

एम - 3, एव 4, पार्ट - II,  
ग्रेटर कैलाश - II,  
नई दिल्ली - 110 048



# Corporation Bank

(A Government of India Undertaking)

M-3 & 4, Part - II  
Greater Kailash - II,  
NEW DELHI - 110 048

OK/ADM/ 92 /2003

FEBRUARY 01, 2003

The Senior Manager,  
Legal Department,  
Zonal Office,  
Northern Region-I  
New Delhi-110005

dc

Derna Sir,

Subject: Legal Opinion-Mr. Nitin M. Chhabra & Aditya M. Chhabra

We are enclosing a copy of the legal opinion dt 30.01.2003 obtained from Mrs. Rekha Anand, Advocate in respect of the following property :

Residential Property at Ground Floor of the property bearing no. B-19, Pomposh Enclave situated at Greater Kailash I, New Delhi standing in the name of Shri Vijay Kumar Kilam and now proposed to be purchased by Mr. Nitin Mohan Chhabra.

The above property has been offered as a security for the housing loan of Rs. 50.00 lacs applied by Mr. Nitin Mohan Chhabra.

We request you to give your opinion regarding the acceptance of the above property as a security for the said housing loan.

Yours Faithfully,

Manager

Encloses above.

2544831





आंचलिक कार्यालय  
16/10, मेन आर्य समाज रोड,  
पहली मजिल, करोल बाग  
नई दिल्ली - 110 005



## कार्पोरेशन बैंक Corporation Bank

भारत सरकार का उद्यम A Govt. of India Enterprise

ZONAL OFFICE  
16/10, Main Arya Samaj Road,  
First Floor, Karol Bagh  
NEW DELHI - 110 005

ZO/DLI/LEGAL-T/456/2003

February 10, 2003

The Assistant Manager,  
G.K. Branch,  
New Delhi

Mr. Shul  
S

Dear Sir,

Sub: Approval of legal opinion dt. 30-01-2003 furnished by Ms. Rekha Anand Advocates in respect of property consisting of Ground floor of the residential property bearing Plot No.19, Block-B, situated at Kashmir Coop House Building Society limited now known as Pamposh Enclave, New Delhi in the name of Mr. Vijay Kumar Kilam to be purchased by Mr. Nitin Mohan Chhabra.

Ref: Your letter GK/ADV/92/2003 Dt. 01.02.2003.

We have gone through the title report quoted above and observe that the title to the property has been traced over an adequate period of time and no encumbrances have been found. Hence the title report can be accepted. However since the property is a lease hold property Mr. Vijay Kumar Kilam can transfer the subject property only with the prior permission of the Lessor (In case the property is converted in to Free hold no permission from the lessor is required). Mr. Nitin Mohan Chhabra will get a valid marketable title only upon execution of sale deed after payment of entire consideration and followed by its registration.

Mortgage can be created by deposit of the Original Sale deed proposed to be executed in favour of Sri. Nitin Mohan Chhabra, prior permission from the Lessor for transfer in favour of the said proposed purchaser, Certified copies of all the documents mentioned in para 3 to the Lawyer's report. Copy of approved building plan, upto date lease rent paid receipts and an affidavit for Nil EC and ownership are also to be obtained.

The possession of the property is to be verified.

Yours Faithfully,

V. M. S.  
Law Officer.

CC to : Advances Department, Z.O., N.R.-I, Delhi







कापोरेशन बैंक

(सार्वजनिक क्षेत्र का अग्रणी बैंक)

एम 3-4, शॉपिंग सेंटर ग्रेटर कैलाश-II, नई दिल्ली-110048



Corporation Bank

(A Premier Public Sector Bank)

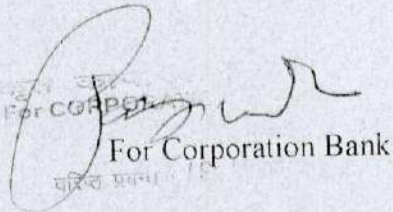
M 3-4, Shopping Centre, Greater Kailash-II, New Delhi-110048

Ref:OR/ADV/NOC/CHOME/30003

28.09.2015

TO WHOM SO EVER IT MAY CONCERN

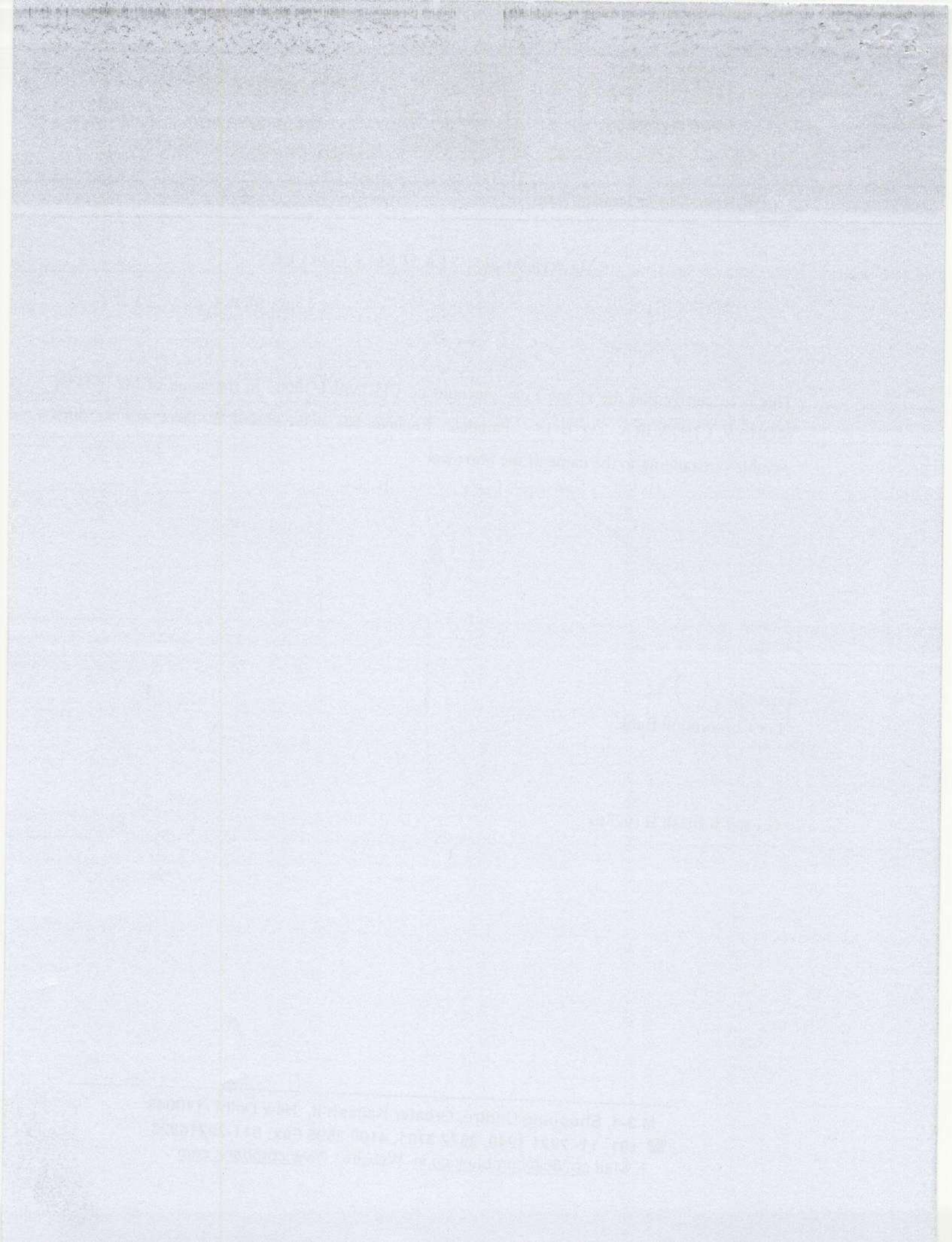
This is to certify that the Home Loan Account no CHOME/1/30003 in the name of Mr NITIN MOHAN CHHABRA, r/o B-19 , Pamposh Enclave has been closed & there are no dues payable/outstanding in the name of the borrower.

  
For Corporation Bank  
प्रतिष्ठ प्रबंधक

Greater Kailash II (0286)

M 3-4, Shopping Centre, Greater Kailash-II, New Delhi -110048  
☎ +91- 11- 2921 1940, 2922 3701, 4100 3895 Fax: 011-29216923  
E Mail [cb286@corpbank.co.in](mailto:cb286@corpbank.co.in) Website : [www.corpbank.com](http://www.corpbank.com)









02DD 091459



Wajay Keshwar Kelam  
PP No. H87K53858  
Date: 25-10-2010

BIPEEG (M)



C.N.M. Chhabra  
P.P. No. H87K53859



C.A.M. Chhabra  
P.P. No. H87K53860

SALE DEED FOR RS. 55,00,000/-

STAMP DUTY  
CORPORATION TAX  
TOTAL STAMPS

RS. 4,40,000/-  
RS. 2,75,000/-  
RS. 7,15,000/-

Nitin T. Chhabra

-1-

Ashish T. Chhabra

Chhabra



Deed Related Detail	
Deed Name SALE WITHIN MC AREA	22159 10/2/03
Land Detail	
Tehsil/Sub Tehsil Sub Registrar V	Area of Building 10/1379 (G.S.)
Village/City Pomposh Enclave	Building Type 10/1379 (G.S.)
Place/Segment Pomposh Enclave	Soil Type Residential
Area of Soil 451.58 वर्ग मज	715000/-
Money Related Detail	
Value 5,500,000.00 Rupees	Value of Stamp Duty 715,000.00 Rupees
Value of Registration Fee 100.00 Rupees	Pasting Fee 1.00 Rupees

Presented by Sh/Smt. V.K. Kilam S/o, W/o M.L. Kilam R/o B-19 Pamposh Enclave N.D. in the office of the Registrar/Sub Registrar, Delhi this 20/02/2003 day Thursday between the hours of

Signature of Presenter

Registrar/Sub Registrar  
Sub Registrar V  
Delhi/New Delhi

Executed and attested by the said Shri/Smt./Km. V.K. Kilam and Shri/Smt./Km. N.M. Chhabra

Who is/are identified by Shri/Smt./Km. Arun K. Singhal S/o W/o D/o S. Singhal R/o C-03 Preet Vihar  
Littam Nagar N.D.  
and Shri/Smt./Km. R.S. Adhikari S/o W/o D/o Pan Singh R/o A-96 C.R. Park N.D.

(Marginal Witness). Witness No. If is known to me Contents of the document.

Contents of the document explained to the parties who understand the conditions and have signed the document. Having satisfied myself that this document was duly executed by Shri/Smt./Km V.K. Kilam

in his officially capacity, his attendance and signature are dispensed with and document is admitted to register

Vendor(s) Mortgagor(s) admit(s) prior receipt of entire consideration Rs. 5,500,000.00 Rupees fifty five lakh Only.

The Balance of entire consideration of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ has been paid to the Vendor(s)/Mortgagor(s) Sh./Smt.N.M. Chhabra S/o, W/o M.M. Chhabra B-19 Pamposh Enclave N.D., R/o Arun K. Singhal, R.S. Adhikari

vendee(s) /Mortgagee(s) in my presence. He/They is/are also identified by the aforesaid witnesses.

Date 20/02/2003

Registrar/Sub Registrar  
Sub Registrar V  
Delhi/New Delhi

Nitin T. Chhabra

R.S. Adhikari





02DD 091458

This Sale Deed is executed at New Delhi on this 20th day of Feb. 2003, by Shri Vijay Kumar Kilam S/o late Shri Moti Lal Kilam R/o B-19, Pamposh Enclave, New Delhi, hereinafter called "THE VENDOR" (which expression shall mean and include the Vendor, his HUF, its members/co-parceners, their heirs, successors, legal representatives, administrators, executors, nominees and assigns).

Moti Lal Kilam

-2-

Abhaya T. Chhabre

Kilam



22159 91 15/2/03

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Laminar

Nitin T. Chakraborty

Aditya T. Chakraborty







02DD 091457

IN FAVOUR OF

- 1) Shri Nitin Mohan Chhabra;  
(95% undivided share) and
- 2) Shri Aditya Mohan Chhabra;  
(5% undivided share)

both sons of Shri M.M. Chhabra, both residents of B-19  
(Ground Floor), Pamposh Enclave, New Delhi, hereinafter  
collectively called "THE VENDEES" (which expression  
shall mean and include them, their respective legal  
heirs, successors, legal representatives,  
administrators, executors, nominees and assigns).

*Nitin T. Chhabra*

*Aditya T. Chhabra*

*Lawyer*



22155 12 15/1/03

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02DD 091456

WHEREAS by virtue of Perpetual Sub-Lease Deed the President of India (the then Lessor), through the Kashmiri Co-operative House Building Society Limited (the then Lessee), granted unto Shri Moti Lal Kilam, son of Shri Vidh Kaul Kilam (the then Sub-Lessee), sub-leasehold rights in perpetuity in respect of a residential plot of land bearing No. 19, in Block 'B', measuring 451.58 Sq. Yds., situated in the lay-out plan of the said Society, in the colony known as Pamposh Enclave, New Delhi, within the limits of Municipal Corporation of Delhi (hereinafter referred to as 'THE SAID PLOT OF LAND') vide Perpetual Sub-Lease Deed dated 05.11.1971, duly registered as Document No. 7468, in Addl. Book No. I, Volume No. 2765, on pages 52 to 58, on 17.11.1971, in the office of the Sub-Registrar, New Delhi and bounded as under;

EAST ; Plot No. B-18  
 WEST ; Plot No. B-20  
 NORTH; 45' Road Way  
 SOUTH; 20' Service Lane

*Nitin F. Chhabra*

*Nitin F. Chhabra*



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15/2/03

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02DD 091455

AND WHEREAS the said Shri Moti Lal Kilam had at his own cost and out of his personal earnings after obtaining the necessary approvals and sanctions from Delhi Development Authority, vide File No. F 95(8)/72 dated 15.02.1972, constructed a residential building on the said plot of land. Later on Completion Certificate was also granted by Municipal Corporation of Delhi, vide their Letter No. 294/CC/90 dated 26.02.1991. (The said plot of land alongwith super-structure standing thereon are hereinafter collectively referred to as 'THE SAID PROPERTY', which expression shall include all improvements, additions and alterations subsequently made therein or thereto as well as all fixtures and fittings contained therein and the benefit of all water, electricity, power and sewerage connections therein and deposits relative thereto).

*Moti Lal Kilam*

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*Moti Lal Kilam*

*Kilam*



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02DD 091454

AND WHEREAS the said Shri Moti Lal Kilam died intestate on 27.08.1973, leaving behind the following as his only legal heirs;

- |    |                        |          |
|----|------------------------|----------|
| 1. | Smt. Dhenawati Kilam   | Widow    |
| 2. | Shri Vijay Kumar Kilam | Son      |
| 3. | Smt. Durga Devi Sumbly | Daughter |
| 4. | Smt. Kameshuri Koul    | Daughter |

AND WHEREAS consequent upon the death of Shri Moti Lal Kilam and on the basis of decree passed by Munsif Magistrate, 1st Class, Anantnag, on 17.10.1973 sub-leasehold rights in respect of the said plot of land were duly mutated in the name of Shri Vijay Kumar Kilam (the Vendor herein), as owner/sub-lessee in the records of D.D.A., vide their Letter No. F.13(39)78/CS/DDA/1596 dated 11.03.1986.

*Witn. T. Chhabra*

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*Apitya T. Chhabra*

*Kantilal*



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02DD 091453

AND WHEREAS the said property was also duly mutated in the name of the Vendor in the records of M.C.D., vide their Letter No. TAX/RKP/SAU/481 dated 27.12.2002.

AND WHEREAS the Vendor also got the sub-leasehold rights in respect of the said plot of land converted into freehold in his own name, from the President of India, through Delhi Development Authority, vide Conveyance Deed dated 31.01.2003, duly registered as Document No. 8845, in Addl. Book No. I, Volume No. 885, on pages 101 to 102, on 31.01.2003, in the office of the Sub-Registrar-VII, New Delhi.

*Atin T. Chhabra*

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*Atin T. Chhabra*

*Atin T. Chhabra*



22159/16

16/12/03

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02DD 091452

AND WHEREAS the Vendor has represented, held out and confirmed that in the manner aforesaid, the Vendor became the sole, absolute and exclusive owner of the said property, alongwith the ownership rights in respect of the said plot of land and further the Vendor has full right, absolute authority to sell, dispose off and transfer the portion under sale in whole or in parts and none else except the Vendor has any right, title or interest in the same.

*Nitin T. Chhabra*

*-8-  
Aditya T. Chhabra*

*Sanjay*



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02DD 091451

AND WHEREAS the Vendor has agreed to sell, transfer, convey and assign to the Vendees and the Vendees have agreed to purchase the Entire Ground Floor with Garage, Front Lawn and Rear Courtyard (without annexe over the garage and without roof rights) of the said property, (with right to dig-out, construct and own the Entire Basement), alongwith 40% undivided, indivisible and impartible ownership rights in the said plot of land measuring 451.58 Sq. Yds., bearing No. B-19, situated at Pamposh Enclave, New Delhi, with all rights of ownership, possession, privileges, appurtenances, easements, patent or latent, enjoyed and reputed to be enjoyed in respect thereof, with all fittings, fixtures, connections, structure standing thereon, with all rights in common entrances, passages, driveway and all other common areas and other facilities and amenities as are provided in the said building, hereinafter referred to as 'THE SAID PORTION OF THE SAID PROPERTY' for a total consideration of Rs. 55,00,000/- (Rs. Fifty Five Lacs Only).

Mr. P. M. K.

1 am



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02DD 091450

NOW THIS SALE DEED WITNESSETH AS UNDER:

That in consideration of the sum of Rs. 55,00,000/- (Rs. Fifty Five Lacs Only) which has been received by the Vendor from the Vendees, vide Pay Order No. 710680, dated 18.02.2003, drawn on Corporation Bank, Greater Kailash, New Delhi, the receipt of which the Vendor hereby admits and acknowledges, in full and final settlement, the Vendor doth hereby sell, convey, transfer, assign, assure, grant by way of absolute sale the said portion of the said property (fully described above) alongwith 40% undivided, indivisible and impartible ownership rights in the said plot of land measuring 451.58 Sq. Yds., with all fittings, fixtures, connections, structure standing thereon, free from all encumbrances, unto the Vendees TO HAVE AND TO HOLD the said portion of the said property hereby conveyed to the Vendees absolutely and forever.

*Nitin F. Chhabra*

-10-

*Abhyas M Chhabra*

*Sanjay*



22150

19 15/2/03

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02DD 091449

That the actual physical vacant possession of  
the said portion of the said property has been delivered  
by the Vendor to the Vendees, on the spot.

*W. T. Alabaz*

-11-

*A. T. Alabaz*

*W. T. Alabaz*



22159

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02DD 091448

Now the Vendor has been left with no right, title, interest, claim or concern of any nature with the said portion of the said property and the Vendees have become the absolute owners of the said portion of the said property, with full right to use, enjoy, sell and transfer the same as absolute owners without any objection/ hindrance by the Vendor or any other person claiming through or under the Vendor.

*W. T. Chhabra*

*Aditya T. Chhabra*

-12-

*Sanjiv*



22159 / 11 15/2/03

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02DD 091447

That the Vendor hereby assures the Vendees that the Vendor has neither done nor been party to any act whereby the Vendor's right and title to the said portion of the said property may in any way be impaired or whereby the Vendor may be prevented from transferring the said portion of the said property.

*W. P. Chhabra*

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*Atitje M. Chhabra*

*L. L. L. L.*



22159 / 12 15/2/09

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02DD 091446

That the Vendor hereby further assures,  
represents and covenants with the Vendees as follows:

- a) That the said portion of the said property is free from all liens, mortgages, charges and encumbrances and lis-pendens and there is no notices of attachment, acquisition or requisition or notices thereto, relating to the said portion of the said property.
- b) That the Vendor has good and marketable title to the said portion of the said property and none other than the Vendor has any interest, right, title thereto.

*Notin. F. Chhabre*

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*Aditya T Chhabre*

*Leventin*



22159

13 15/9/03

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- c) That there are no outstanding government dues of whatsoever nature including the attachment by the Income Tax Authorities or under any law in force, in respect of the said portion of the said property.
- d) That the Vendor has not entered into any Agreement with any other person (s) for the sale of the said portion of the said property.
- e) That there is no legal impediment or bar whereby the Vendor can be prevented from selling, transferring and vesting the absolute title in the said portion of the said property, in favour of the Vendees.
- f) That this sale is for legal necessity and benefit of estate.

*Nitin T. Chhabree*

-15-

*Aditya T. Chhabree*

*Sanjivani*



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19 16/2/03

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02DD 091444

That the Vendor hereby further assures the Vendees that the said portion of the said property is free from all kinds of encumbrances such as prior sale, gift, mortgage, disputes, litigation, acquisition, requisition, attachment in the decree of any court, lien, court injunction, loan, surety, security, stay order, notices, claims, demands, Will, Lease, Trust, Exchange, prior agreement to sell etc. etc. and if it is ever proved otherwise, or if the whole or any part of the said portion of the said property is ever taken away or goes out from the possession of the Vendees on account of any legal defect in the ownership or title of the Vendor, then the Vendor will be liable and responsible to make good the loss suffered by the Vendees and shall keep the Vendees saved, harmless and indemnified against all such losses, costs, damages and expenses accruing thereby to the Vendees.

*Walter P. Chakraborty*

*Lawyer*



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02DD 091443

That the Vendor hereby further covenants with the Vendees that in case the said portion of the said property or any part thereof, is lost from the Vendees and title or the possession or quiet enjoyment of the said portion of the said property by the Vendees in any way is disturbed on account of some act or omission of the Vendor or if any one else claims any right, title and interest paramount to the Vendor, then the Vendor shall be liable and responsible for all the losses, damages, costs and expenses sustained by the Vendees and the Vendor shall keep the Vendees fully indemnified, saved and harmless with respect to the same.

*W. T. Chhabra*

-17-

*Artya T. Chhabra*



22159 116 15/9/03

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02DD 091442

That the Vendees can get the said portion of the said property mutated in their own names in the records of M.C.D. and other concerned authorities on the basis of this sale deed or its certified true copy.

*Nitin T. Chhabra*

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*Atty. of. Chhabra*

*Leahinam*



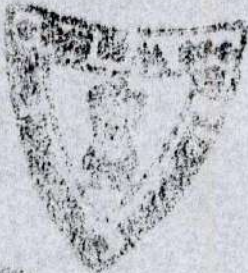
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पुस्तक संख्या 22155  
पुस्तक नाम 977  
पुस्तक की अवधि 15/9/03  
पुस्तक की स्थिति  
पुस्तक की मूल्य  
पुस्तक की मूल्य

03



पुस्तक संख्या 22155





02DD 091441

That the house tax, property tax, water and electricity charges, and other dues and demands of whatsoever nature if any payable in respect of the said portion of the said property shall be paid and borne by the Vendor upto the date of the execution of this Sale Deed and thereafter the Vendees will be responsible for the payment of the same.

*Aditya T. Chhabra*

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*Aditya T. Chhabra*

*L. Chhabra*



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02DD 091440

That the owners/occupants of the said portion of the said property shall have the right of access through staircase leading to the top terrace at all reasonable times only to get the overhead tank repaired/cleaned and to install T.V. Antenna as and when required. That similarly, the Vendor who is the owner/occupant of the first floor, barsati/second floor and annexe of the said property shall have free access at all times to the annexe through the rear courtyard and right of access at all reasonable times to the underground water tank and booster pump etc. That the Vendor will also have the right of access through the common driveway and stairhall to the first and second floors of the said property.

Witn. T. Ahab

-20-

Aditya T. Ahab



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15/2/03

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02DD 091439

That the Vendees shall have, as a matter of right, right to use all entrances, passages and other common facilities as are available in the said building.

*Nitin T. Chhabra*

-21-

*Aditya T. Chhabra*

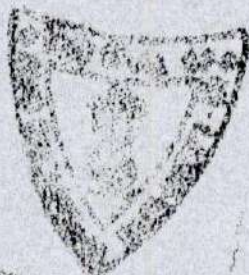
*Sanjay*



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1871-1872





02DD 091438

That the sale consideration includes the consideration for electricity and water connections and the security deposits made with the concerned departments. The Vendees shall be entitled to get the existing electricity and water connections installed in the said portion of the said property transferred in their favour alongwith the security deposit with the Electricity and Water Department.

*Aditya T. Chhabra*

-22-

*Aditya T. Chhabra*

*Aditya T. Chhabra*



22159 12/15/27

RECEIVED  
JAN 15 1928  
U.S. DEPT. OF AGRICULTURE  
WASHINGTON, D.C.

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02DD 091437

That the Vendor has executed this Sale Deed for self and on behalf of his HUF being its karta and in this regard hereby declare that with the execution hereof neither the Vendor nor his HUF have been left with any right, title or interest of any nature whatsoever in, to, upon or otherwise relating to the said portion of the said property and the Vendees have become the absolute owners of the said portion of the said property.

*Aditya T. Alhabre*

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*Aditya T. Alhabre* *Seal*



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15/21/03

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15/21/03





02DD 091436

The Vendor hereby further covenants that the Vendees and their heirs and successor-in-interest shall and may at all times hereafter peacefully and quietly possess and enjoy the said portion of the said property and every part thereof without any eviction, interruption, claim or demand whatsoever from or by the Vendor or any person claiming under him or by any member of the Vendor's Hindu Undivided Family and the Vendor undertakes to keep the Vendees fully indemnified from and against any such claim and against any defect in title of the Vendor in the said portion of the said property.

*Aditya T. Ahable*

-24-

*Aditya T. Ahable*



22157

15/2/03

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02DD 091435

That the photostat attested copies of all relevant documents in respect of the said property have been handed over by the Vendor to the Vendees and the original documents in respect of the said property have been retained by the Vendor and hereby undertakes not to encumber the same with respect to the said portion of the said property and hereby further undertakes to show/produce the same as and when reasonably required /asked by the Vendees.

*Attn. T. Chhabra*

-25-

*Attn. T. Chhabra*



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11/9/09





02DD 091434

That the Vendor from time to time and at all times hereafter at the request and cost of the Vendees shall do all acts, deeds, matters and things as may be required by the Vendees to convey, transfer and assign and or secure and or to more perfectly convey, transfer, assign and or to assure unto the Vendees the said portion of the said property and every part thereof.

*Atty T. Chhabra*

-26-

*Atty T. Chhabra* *Amulnam*



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15/2/03

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02DD 091433

That all the expenses of this sale deed viz.  
stamp duty, registration charges etc. have been borne  
and paid by the Vendees.

*W. T. Chhabre*

-27-

*Aritya T. Chhabre* *Louisa*



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15/2/03

महाराष्ट्र  
राज्य  
सरकार  
अर्थ विभाग  
मुंबई

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02DD 091432

That this transaction has taken place at New Delhi and as such Delhi Courts shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this deed.

*Aditya T. Chhabre*

-28-

*Aditya T. Chhabre* *Lokulal*



22159

17/12/03

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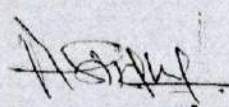




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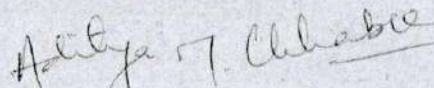
IN WITNESS WHEREOF, the Vendor and the Vendees have signed this Sale Deed at New Delhi on the date first mentioned above in the presence of the following witnesses;

WITNESSES:

1-   
Anur K. Singh  
20 H.S. Singh  
C/o, Bhagwati Vihar  
Officer Nagar  
2. Date 31/05/98  
Ali Garh

  
VIJAY KUMAR KILAM  
VENDOR

  
NITIN MOHAN CHHABRA

  
ADITYA MOHAN CHHABRA  
VENDEES

R S Advikani  
R S Advikani  
S. Pan Singh  
A.S. G. R. Park  
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Reg. No.  
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Reg. Year  
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Book No.  
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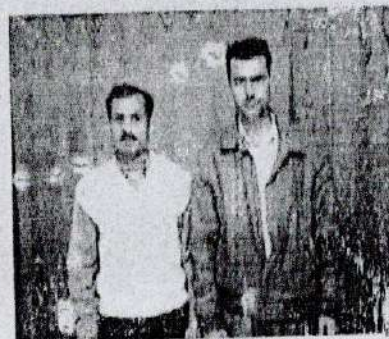
Ist Party

क्रेता



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क्रेता



Witness

गवाह



Ist Party

IInd Party

Ist Party विक्रेता :- K. Kilam

IInd Party क्रेता :- N.M. Chhabra

A.M. Chhabra

Witness गवाह Arun K. Singhal

R.S. Adhikari

**Certificate (Section 60)**

Registration No.1,345 in Book No.1 Vol No 3,231

on page L.J to 178 on this date 20/02/2003 day Thursday  
and left thumb impressions have/has been taken in my presence.

Date 20/02/2003

Sub Registrar

Sub Registrar V

New Delhi/Delhi